

SIMMONS, JANNACE & STAGG, L.L.P.

KEVIN P. SIMMONS  
STEVEN D. JANNACE  
THOMAS E. STAGG\*◊  
DEBRA LYNNE WABNIK\*  
DANIEL P. GREGORY\*  
ANDREW KAZIN  
SAL F. DELUCAΔ

JASON W. CREECH  
JACQUELINE DELLA CHIESA  
GEORGE C. FONTANA  
STEPHEN C. GIAMETTAΔ  
MICHAEL D. KERNΔ  
ALLISON C. LEIBOWITZ  
ADAM M. LEVY  
HALEY E. OLAMΔ  
COREY J. PUGLIESE  
MARVIN N. ROMERO\*  
MICHELLE E. TARSON\*

ATTORNEYS AT LAW  
75 JACKSON AVENUE  
SYOSSET, NEW YORK 11791-3139  
(516) 357-8100  
FAX (516) 357-8111

381 BROADWAY, SUITE 300  
WESTWOOD, NEW JERSEY 07675

700 CANAL STREET  
STAMFORD, CONNECTICUT 06902

COUNSEL

SUSAN B. JANNACE  
ROSS M. CHINITZΔ  
KRISTEN RENZULLI\*

\*ALSO ADMITTED NJ  
ΔALSO ADMITTED CT  
◊ALSO ADMITTED DC

June 30, 2008

VIA ECF

Honorable Richard J. Holwell  
U.S. District Court  
Southern District of New York  
500 Pearl Street  
New York, New York 10007-1312

Re: Thelma Felipe v. Target Corporation and  
Kingsbridge Associates, LLC  
Civil Action No.: 08 CIV 4317 (JH) (MP)  
J. Holwell  
M. Pitman  
Our File No.: TAR 5558

Dear Honorable Judge Holwell:

As your Honor is aware, this office represents defendant Target Corporation in regards to the above-referenced matter.

I respectfully submit this correspondence in regards to plaintiff's Reply Affirmation and Memorandum of Law. In said documents, plaintiff asserts an argument which was not previously raised in her motion to remand. In particular, plaintiff alleges, for the first time, that the alleged principal place of business of a non-party would destroy diversity in this matter, if the Complaint is amended to include said party as a defendant. It is respectfully submitted that the Court should not consider plaintiff's new argument "as

Honorable Richard J. Holwell  
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arguments cannot be made for the first time in reply papers".  
See Knipe v. Skinner, 999 F.2d 708, 26 Fed.R.Serv. 3d 441 (2d Cir., 1993).

In the alternative, it is respectfully requested that defendant Target Corporation be permitted to submit a sur-reply in order to address plaintiff's new and erroneous argument. Plaintiff has incorrectly asserted that the company retained by Target, Prestige Maintenance USA, is a New York Corporation when it is a company with its principal place of business in Texas. Attached herein is a copy of the Service Agreement between Target and Prestige Maintenance USA for the court's consideration. Target believes that a sur reply would assist the Court in determining the present motion and plaintiff's newest argument.

Thank you for the opportunity to address the court in connection with this matter.

Very truly yours,

/s/Marvin N. Romero

Marvin N. Romero

Attachment

MNR:

crt ltr 02-request sur reply-ecf

**AMENDED AND RESTATED  
TARGET CORPORATION BUILDING SERVICES  
SERVICE AGREEMENT**

This Target Corporation Building Services Service Agreement (the **Agreement**) is made by and between Target Corporation (Target) and the supplier identified in Section 1 below (Supplier). All references to **Services** shall mean the tasks or projects to be performed for Target. Supplier has also agreed to Target's Vendor Non-Disclosure Agreement (NDA).

Effective as of March 24, 2006, this Amended and Restated Agreement replaces the agreement previously signed by Target Corporation and Prestige Maintenance, dated September 2, 2005.

**1. SUPPLIER.**

The Supplier that has agreed to perform the Services for Target pursuant to this Agreement is the following person or entity:

Name of Business:	Prestige Maintenance
Type of Business Entity (corporation, LLC, sole proprietor, etc...):	Limited Partnership
Principal Address and Phone Number:	1808 10 <sup>th</sup> Street Suite #300 Plano, TX 75074 972-578-9801
e-mail Address:	
Principal Officer:	Marie Dinvemo
Employer Tax I.D. Number:	75-2664036

**2. SERVICES.**

**2.1. Type of Services.**

During the term of this Agreement, Supplier agrees to perform the following Services: (check applicable box)

<input type="checkbox"/> Landscaping	<input type="checkbox"/> Snow and Ice Control	<input type="checkbox"/> Vertical Maintenance
<input type="checkbox"/> Pest Control	<input checked="" type="checkbox"/> Housekeeping	<input type="checkbox"/> HVAC Maintenance
<input type="checkbox"/> Lot Sweeping	<input type="checkbox"/> Re-lamping	<input type="checkbox"/> Alarm Maintenance

*Housekeeping Services at Target store locations*

**2.2. Tools, Equipment, Supplies.**

The Services are described in further detail in the Scope of Work. Supplier agrees to provide all tools, equipment, labor, supervision and supplies necessary to perform the Services (except for any tools, equipment and supplies specifically required to be provided by Target pursuant to the Scope of Work). In the event that Supplier requests to borrow tools, equipment or supplies from Target, Supplier does so solely at Supplier's own risk and agrees to inspect such tools, equipment or supplies and to exercise its own independent judgment in determining whether such tools, equipment or supplies are fit, sufficient and safe for Supplier's intended use. Further, Target makes no warranties or representations with regard to any such borrowed tools, equipment or supplies.

**2.3. Scope of Work.**

The Scope of Work is incorporated by reference into this Agreement and may be updated by Target from time to time. Any changes made by Target to the Scope of Work shall be effective thirty days after notice to Supplier unless during this thirty day period Supplier gives Target written notice setting forth its reasonable objections to specific changes. Target and Supplier shall endeavor to resolve Supplier's objections to the satisfaction of both parties, or Target may terminate this Agreement as provided in this Agreement.

### 3. TERMINATION.

#### 3.1. Term.

Unless sooner terminated in accordance with this Agreement, this Agreement shall have an initial term beginning on February 1, 2006 and ending on September 2, 2008 (11 a.m.) (the Initial Term). Unless otherwise terminated during the Initial Term, upon the conclusion of the Initial Term, this Agreement shall thereafter be extended until terminated as provided herein.

#### 3.2. Termination.

Following the Initial Term, this Agreement may be terminated by either party by giving written notice to the other party not less than thirty calendar days prior to the effective date of the termination. The foregoing notwithstanding, Target may terminate this Agreement without cause at any time even during the Initial Term by giving written notice to Supplier not less than thirty calendar days prior to the effective date of the termination. If this Agreement relates to more than one Target location, the party terminating this Agreement pursuant to this paragraph shall specify in its notice the particular locations to which the notice of termination relates and this Agreement shall terminate as to those locations and continue as to the remaining locations.

#### 3.3. For Cause.

Target may also terminate this Agreement for cause at any time in the event Supplier, if in Target's sole reasonable opinion, fails to perform or otherwise breaches this Agreement. Such failure or breach may include, but not be limited to, any failure by Supplier to provide any of the Services when scheduled, any failure by Supplier to provide a sufficient number of adequately trained (and licensed or certified, if applicable) personnel to perform Services when scheduled, or any failure by the employees or agents of Supplier to observe applicable Target regulations. Such termination for cause shall be effective upon the earlier of the date of receipt by Supplier of the notice of termination or a date which is three (3) business days from and after the date of mailing of said notice of termination. If this Agreement relates to more than one Target location, Target may, at Target's option, terminate this Agreement for cause as provided in this paragraph either in its entirety as to all locations, or only as to those locations for which a default or breach has occurred as designated in the notice of termination. Target shall specify in its notice the locations to which the notice of termination relates, and this Agreement shall terminate as to those locations and continue as to the remaining locations.

#### 3.4. Target's Sole Obligation.

Target's sole obligation to Supplier upon termination of this Agreement shall be to pay Supplier for such Services as Supplier can document, to the satisfaction of Target, were actually provided prior to the date of termination in accordance with this Agreement, less any amounts due and payable by Supplier to Target hereunder.

### 4. PAYMENT.

#### 4.1. Rates and Locations.

Target shall pay Supplier for the Services provided at the Locations indicated below at the following rate(s):

Location	Rate	Location	Rate	Location	Rate	Location	Rate
5	\$11,448.83	\$908.53	Bloomington	2555 West 79th Street	Bloomington	MN	55431
47	\$11,448.83	\$1,021.51	Southdale	7000 York Avenue South	Edina	MN	55435
220	\$11,448.83	\$984.13	Eden Prairie	8225 Flying Cloud Drive	Eden Prairie	MN	55344
260	\$10,818.09	\$775.11	St. Louis Park	3601 South Highway 100	St. Louis Park	MN	55416
862	\$10,818.09	\$816.41	Chanhassen	851 W. 78th Street	Chanhassen	MN	55317
1272	\$10,818.09	\$808.57	Shakopee	1685 17th Avenue East	Shakopee	MN	55379

1356	\$16,539.48	\$1,473.36	Minnetonka	4802 Highway 101	Minnetonka	MN	55345
52	\$10,818.09	\$799.82	Lake Street	2500 East Lake Street	Minneapolis	MN	55406
56	\$10,818.09	\$898.59	Burnsville	810 West County Road 42	Burnsville	MN	55337
68	\$10,818.09	\$756.42	East St. Paul	1744 Suburban Avenue	St. Paul	MN	55106
360	\$10,818.09	\$800.03	Eagan	2000 Cliff Lake Road	Eagan	MN	55122
643	\$18,988.93	\$1,594.04	Apple Valley	15150 Cedar Avenue	Apple Valley	MN	55124
662	\$10,818.09	\$723.03	Cottage Grove	8655 East Point Douglas Rd S	Cottage Grove	MN	55016
694	\$11,448.83	\$991.55	Woodbury	7200 Valley Creek Plaza	Woodbury	MN	55125
1484	\$16,539.48	\$1,437.17	Lakeville	18275 Kenrick Avenue	Lakeville	MN	55044
1245	\$9,593.37	\$708.54	Hastings	875 General Sieben Drive	Hastings	MN	55033
215	\$10,818.09	\$735.63	St. Cloud	4201 West Division Street	St. Cloud	MN	56301
657	\$10,818.09	\$669.20	Bemidji	2100 Paul Bunyan Drive NW	Bemidji	MN	56601
659	\$9,593.37	\$742.84	Brainerd	700 Dellwood Drive North	Baxter	MN	56425
821	\$10,818.09	\$559.72	Alexandria	4404 Highway 29 South	Alexandria	MN	56308
847	\$9,593.37	\$627.13	Virginia	1001 13th Street South	Virginia	MN	55792
904	\$9,593.37	\$509.25	Grand Rapids	2140 S Pokegama Ave	Grand Rapids	MN	55744
930	\$10,818.09	\$612.08	St Cloud East	125 Lincoln Avenue SE	St Cloud	MN	56304
3	\$10,818.09	\$780.71	Crystal	5537 W. Broadway	Crystal	MN	55428
100	\$11,448.83	\$1,028.23	Ridgedale	13201 Ridgedale Dr.	Minnetonka	MN	55305
240	\$10,818.09	\$749.14	Brooklyn Center	6100 Shingle Creek Parkway	Brooklyn Center	MN	55430
664	\$18,988.93	\$1,498.00	Plymouth	4175 Vinewood Lane North	Plymouth	MN	55441
693	\$10,818.09	\$752.08	Brooklyn Park	7535 West Broadway	Brooklyn Park	MN	55428
820	\$9,593.37	\$760.34	Northtown	8600 Springbrook Dr	Coon Rapids	MN	55433
1095	\$10,818.09	\$926.52	Minneapolis-NE	1650 New Brighton Blvd	Minneapolis	MN	55413
2025	\$10,818.09	\$888.59	Andover	2000 Bunker Lake Blvd. NW	Andover	MN	55304
931	\$9,593.37	\$781.83	Stillwater	2021 Market Drive	Stillwater	MN	55082
1185	\$11,448.33	\$952.63	N. St. Paul	2199 East Highway 36	North St. Paul	MN	55109
661	\$9,593.37	\$541.73	Willmar	2505 SW 1st Street	Willmar	MN	56201
861	\$9,593.37	\$586.53	Buffalo	1300 State Hwy 55 E	Buffalo	MN	55313
1144	\$11,448.83	\$1,028.37	Coon Rapids	3300 124th Avenue	Coon Rapids	MN	55433
1145	\$10,818.09	\$838.95	Maple Grove	9450 Dunkirk Lane	Maple Grove	MN	55311
1210	\$9,593.37	\$694.89	Hutchinson	1370 Highway 15 S.	Hutchinson	MN	55350
1244	\$9,593.37	\$800.73	Forest Lake	356 12th Street SW	Forest Lake	MN	55025
732	\$10,521.28	\$679.77	CHI-Cicero	2901 South Cicero Ave	Cicero	IL	60804
841	\$10,717.94	\$681.94	Bedford Park	7100 S Cicero Ave	Bedford Park	IL	60629
			CHI-Chicago Near North	2656 N. Elston	Chicago	IL	60647
942	\$20,138.16	\$1,827.56					
1437	\$15,284.39	\$1,531.11	Chicago Mid North	Addison Rd & Sacramento St	Chicago	IL	60618
1488	\$10,129.54	\$902.30	Chicago South	8560 South Cottage Grove Ave	Chicago	IL	60619
1889	\$15,284.39	\$1,211.49	Chicago South Loop	1154 S Clark St	Chicago	IL	60605
2078	\$10,521.28	\$769.86	Chicago McKinley Park	1940 W 33RD ST	Chicago McKinley Park	IL	60608-6107
842	\$10,521.28	\$787.29	Orland Park	15850 S 94th Ave	Orland Park	IL	60462
866	\$10,129.54	\$658.49	Woodridge	2333 63rd Street	Woodridge	IL	60517
867	\$10,129.54	\$654.71	Bolingbrook	1188 West Boughton Rd	Bolingbrook	IL	60440
1213	\$10,129.54	\$654.29	CHI-Lemont	13460 Archer Avenue	Lemont	IL	60439
1403	\$10,129.54	\$653.10	Plainfield	12800 S Route 59	Plainfield	IL	60544
1881	\$10,129.54	\$655.76	Shorewood	1111 Brook Forest Ave	Shorewood	IL	60431
1882	\$10,129.54	\$671.23	Willowbrook	7601 Kingery Hwy	Willowbrook	IL	60527-5538

2028	\$8,987.01	\$639.34	New Lenox	2370 East Lincoln Highway	New Lenox	IL	60451-9533
837	\$10,717.94	\$733.25	Melrose Park	850 West North Ave	Melrose Park	IL	60160
927	\$10,717.94	\$775.25	CHI-Evanston	2209 W Howard Street	Evanston	IL	60202
928	\$10,129.54	\$757.33	CHI-Niles	6150 Touhy Avenue	Niles	IL	60714
1342	\$10,129.54	\$708.68	Rosemont	7000 N Manheim Rod	Rosemont	IL	60018
1924	\$10,717.94	\$668.15	Chicago Brickyard	6525 W Diversey Ave	Chicago	IL	60707
731	\$9,833.57	\$862.61	CHI-Highland	10451 Indianapolis Blvd	Highland	IN	46322
843	\$10,129.54	\$711.06	Hodgkins	9250 Joliet Road	Hodgkins	IL	60525
846	\$10,129.54	\$657.65	Calumet City	1717 East West Road	Calumet City	IL	60409
870	\$9,833.57	\$722.12	Lake County	2661 E US 30	Merrillville	IN	46410
1286	\$8,724.43	\$806.61	Valparaiso	2450 Laporte Avenue	Valparaiso	IN	46383
1460	\$8,987.01	\$653.59	Homewood	17601 South Halstad Street	Homewood	IL	60430
137	\$8,987.01	\$551.39	Bloomington/Normal	301 South Veterans Pkwy	Normal	IL	61761
670	\$10,129.54	\$684.11	Springfield	3445 Freedom Drive	Springfield	IL	62704
871	\$10,129.54	\$676.83	Peoria	5001 Big Hollow Rd	Peoria	IL	61615
26	\$9,882.76	\$624.75	Ballwin	15025 Manchester Road	Ballwin	MO	63011
1102	\$10,457.37	\$785.40	Brentwood	25 Brentwood Promenade	Brentwood	MO	63144
1278	\$8,767.01	\$612.99	Arnold	3849 Vogel Road	Arnold	MO	63010
1279	\$9,882.76	\$719.95	Kirkwood	1042 South Kirkwood Road	Kirkwood	MO	63122
1314	\$8,767.01	\$616.63	Fenton	197 Gravois Bluff Plaza Drive	Fenton	MO	63026
1353	\$9,882.76	\$679.77	Chesterfield	40 THF Blvd	Chesterfield	MO	63005
1509	\$9,882.76	\$710.08	St. Louis	4250 Rusty Road	St. Louis	MO	63128
1515	\$10,457.37	\$1,005.00	Hampton Village	4255 HAMPTON AVE	Saint Louis	MO	63109-2120
12	\$8,767.01	\$553.91	Bridgeton	12275 St. Charles Rock Road	Bridgeton	MO	63044
78	\$8,987.01	\$531.16	Alton	300 E Homer M Adams Pkwy	Alton	IL	62002
674	\$8,987.01	\$598.01	Marion	3000 West De Young Road	Marion	IL	62959
992	\$8,767.01	\$438.48	Cape Girardeau	202 Siemers Drive	Cape Girardeau	MO	63701
1035	\$8,767.01	\$607.04	STL-St.Peters	6241 Mid Rivers Mall Drive	St.Charles	MO	63304
1101	\$9,882.76	\$665.49	Florissant	2341 North Highway 67	Florissant	MO	63033
1241	\$9,882.76	\$688.17	O'Fallon	2300 Highway K	O'Fallon	MO	63366
1280	\$8,767.01	\$675.36	St.Charles	3881 Mexico Road	St. Charles	MO	63303
1539	\$10,129.54	\$751.80	Shiloh	3400 Green Mountcrossing Dr	Shiloh	IL	62269-7277
239	\$8,767.01	\$572.67	Columbia	2400 Bernadette Drive	Columbia	MO	65203
1914	\$8,767.01	\$639.03	Osage Beach	3880 Highway D	Lake Ozark	MO	85049-8405
25	\$9,833.21	\$751.87	Wauwatosa	3900 North 124th Street	Wauwatosa	WI	53222
82	\$9,833.21	\$698.60	Waukesha	2401 Kosow Road	Waukesha	WI	53186
1895	\$8,725.60	\$695.31	West Milwaukee	1501 Miller Park Way	West Milwaukee	WI	53214-3654
1925	\$8,725.60	\$615.60	Oak Creek	8989 S. Howell Ave.	Oak Creek	WI	53154
753	\$8,987.01	\$639.17	Palatine	679 E. Dundee Road	Palatine	IL	60067
833	\$15,000.00	\$1,055.00	Vernon Hills	313 E Townline Road	Vernon Hills	IL	60061
865	\$10,129.54	\$836.15	Gurnee	6601 West Grand Ave.	Gurnee	IL	60031
1036	\$8,987.01	\$624.68	Lake Zurich	555 South Rand Road	Lake Zurich	IL	60047
1167	\$10,129.54	\$726.81	Glenview	2241 Willow Road	Glenview	IL	60025
1168	\$10,129.54	\$717.50	CHI-Highland Park	2099 Skokie Valley Road	Highland Park	IL	60035
1176	\$10,129.54	\$683.06	CHI-Arlington Hts	1700 East Rand Road	Arlington Heights	IL	60004
1385	\$10,129.54	\$649.18	Wheeling	1400 W Lake Cook Road	Wheeling	IL	60090
838	\$10,129.54	\$708.12	Wheaton	601 S County Farm Road	Wheaton	IL	60187
839	\$10,129.54	\$705.67	Batavia	115 N Randall Rd	Batavia	IL	60510-

							9209
957	\$9,943.68	\$603.96	Villa Park	50 East North Avenue	Villa Park	IL	60181
1024	\$10,129.54	\$696.99	CHI-Lombard	60 York Town Center	Lombard	IL	60148
1402	\$10,129.54	\$657.44	Oswego	3020 Rte 34	Oswego	IL	60543
835	\$10,129.54	\$667.73	West Schaumburg		West Schaumburg	IL	
880	\$10,129.54	\$696.08	Schaumburg	1235 E. Higgins Road	Schaumburg	IL	60173
1166	\$8,987.01	\$697.27	Crystal Lake	5580 Northwest Highway	Crystal Lake	IL	60014
2122	\$9,943.68	\$689.57	Hoffman Estates	2800 SUTTON ROAD	Hoffman Estates	IL	60192
807	\$8,725.60	\$599.83	Oshkosh	1900 S Koeller St	Oshkosh	WI	54901
808	\$8,725.60	\$594.09	Fond du Lac	485 N Rolling Meadow Dr	Fond du Lac	WI	54937
863	\$9,833.21	\$665.35	Menomonee Falls	N95 W17707 Shady Lane	Menomonee Falls	WI	53051
1246	\$8,725.60	\$475.58	Sturgeon Bay	410 Ashland Ave	Sturgeon Bay	WI	54235
1247	\$9,833.21	\$665.77	Green Bay West	1001 Cormier Rd	Ashwaubenon	WI	54304
1248	\$8,725.60	\$626.99	Appleton East	1800 South Kensington Drive	Appleton	WI	54915
1483	\$8,725.60	\$628.32	Bellevue	2050 Lime Kiln Rd	Bellevue	WI	54311
1880	\$8,725.60	\$579.67	Kohler	4085 State Hwy 28	Kohler	WI	53085-2848
809	\$8,725.60	\$613.69	Janesville	2017 Humes Road	Janesville	WI	53027
810	\$10,717.94	\$824.39	Rockford	6560 E. State Street	Rockford	IL	61108
1060	\$10,403.64	\$821.52	Madison-West	201 Juction Road	Madison	WI	53717
1069	\$9,833.21	\$708.68	Madison	4301 Lien Rd	Madison	WI	53704
1799	\$8,987.01	\$648.27	Machesney Park	9833 N. Alpine Rd.	Machesney Park	IL	61115
147	\$8,600.63	\$496.72	Arapahoe	6767 South Clinton	Englewood	CO	80112
256	\$9,694.51	\$596.75	Aurora SE	16910 East Quincy Avenue	Aurora	CO	80015
1413	\$9,694.51	\$658.91	Aurora West	1400 S. Havana St.	Aurora	CO	80012
1471	\$15,086.51	\$1,198.54	Aurora	14200 E. Ellsworth Ave.	Aurora	CO	80012
1806	\$15,086.51	\$1,298.78	Glendale	4301 E. Virginia Avenue	Glendale	CO	80246
41	\$8,600.63	\$431.41	South Denver	2155 South Sheridan Blvd	Denver	CO	80227
48	\$9,694.51	\$637.84	Arvada	7899 Wadsworth Boulevard	Arvada	CO	80003
216	\$8,600.63	\$378.14	Lakeside	5801 44th Avenue West	Denver	CO	80212
951	\$9,694.51	\$567.00	DEN-Broomfield	1660 West Midway Blvd	Broomfield	CO	80020
1372	\$15,086.51	\$1,276.03	Thornton	1001 E. 120th Ave.	Thornton	CO	80233
1500	\$15,086.51	\$1,119.65	Denver West	14500 West Colfax Ave.	Lakewood	CO	80401
1776	\$15,086.51	\$1,260.63	Denver SW	9390 W. Cross Dr	Littleton	CO	80123
1928	\$15,086.51	\$1,014.72	Westminster	10445 Reed Street	Westminster	CO	80031
2021	\$14,809.69	\$1,520.32	Arvada South	5071 Kipling Street	Arvada	CO	80002
1339	\$16,244.53	\$1,338.12	Arlington South	1600 W Arbrook Blvd	Arlington	TX	76015
1763	\$16,244.53	\$1,268.26	Dallas-Frisco	3201 Preston Road	Frisco	TX	75034
1764	\$16,244.53	\$1,266.51	Dallas-Plano West	2200 Dallas Parkway	Plano	TX	75092
1784	\$16,244.53	\$1,304.38	Dallas NE	6419 Skillman Street	Dallas	TX	75231
1114	\$10,820.72	\$731.71	Little Rock	12700 Chenal Parkway	Little Rock	AR	72211
1470	\$9,601.87	\$650.23	Fayetteville	3545 North Shiloh Drive	Fayetteville	AR	72703
1981	\$9,439.23	\$619.10	Weatherford		Weatherford	TX	
2008	\$9,439.23	\$638.01	Lake Worth		Lake Worth	TX	
1535	\$9,439.00	\$574.14	Galveston	6128 Broadway St.	Galveston	TX	77551-1030
824	\$11,465.28	\$802.76	McAllen	708 E Expressway 83	McAllen	TX	78504
1490	\$10,836.53	\$680.61	McAllen North	7200 North 10th Street	McAllen	TX	78504
1975	\$10,638.00	\$731.32	Houston Meyerland	SWC Hwy 610 & Beachnut St	Houston	TX	
1061	\$10,638.00	\$684.81	Austin-Southwest	5300 S. Mopac	Austin	TX	78749
1354	\$16,245.00	\$1,120.14	San Antonio N	18255 Blanco Rd	San Antonio North	TX	78258

1523	\$16,245.00	\$1,243.13	Balcones Heights Crossroads	4522 Fredricksburg Road	Balcones Hgts	TX	78201-6521
1369	\$15,129.00	\$1,248.94	Baton Rouge Siegen	6885 Siegen Lane	Baton Rouge Siegen	LA	70809
1449	\$12,842.81	\$1,141.42	Metairie	4500 Veterans Blvd	Metairie	LA	70006
1450	\$8,792.00	\$600.11	Houma	1727 Martin Luther King Blvd	Houma	LA	70360
1451	\$8,792.00	\$618.87	Harvey	1731 Manhattan Blvd	Harvey	LA	70058
							70460-
1498	\$8,792.00	\$618.31	Slidell	61121 Airport Rd.	Slidell	LA	6838
1876	\$8,792.00	\$667.66	Covington	69320 Hwy 21	Mandeville	LA	70433
2055	\$8,792.00	\$613.77	Hattiesburg	6143 U S HIGHWAY 98 Suite 80	HATTIESBURG	MS	39402-8533
2089	\$15,129.00	\$1,075.00	Baton Rouge East	2001 MILLERVILLE RD	Baton Rouge	LA	70816-1408
1531	\$10,638.00	\$714.98	Waco	5401 Bosque Blvd	Waco	TX	76710-4442
1817	\$16,245.00	\$1,180.69	Austin NE	SEC I-35 & Parmer Lane	Austin	TX	78753
1982	\$9,439.00	\$679.21	Georgetown	1021 W University St B3	Georgetown	TX	
167	\$8,791.56	\$528.43	Alexandria	2206 Memorial Drive	Alexandria	LA	71301
1399	\$8,792.00	\$595.77	Lake Charles	1720 Prien Lake Rd	Lake Charles	LA	70601
1469	\$8,792.00	\$636.51	Monroe	4103 Pecanland Mall Drive	Monroe	LA	71210
1473	\$15,129.00	\$1,221.08	Lafayette	4115 Ambassador Caffery Pkwy	Lafayette	LA	70501
1877	\$9,439.00	\$596.96	Port Arthur	3100 Highway 365 STE 90	Port Arthur	TX	77642-7724
373	\$9,961.95	\$673.19	Smyma	2201 Cobb Parkway So	Smyma	GA	30080
969	\$8,841.34	\$528.01	Cartersville	100 Cherokee Place	Cartersville	GA	30120
1165	\$9,779.16	\$744.03	ATL-West Mariett	2535 Dallas Highway	Marietta	GA	30092
747	\$8,841.34	\$676.76	Lawrenceville	875 Lawrenceville-Scwence Rd	Lawrenceville	GA	30045
749	\$8,841.34	\$680.19	Riverwood	5950 State Bridge Road	Duluth	GA	30097
982	\$8,841.34	\$682.43	Norcross	3200 Holcomb Bridge Rd	Norcross	GA	30092
1197	\$13,189.88	\$1,117.41	ATL-Buckhead	3535 Peachtree Road NE	Atlanta	GA	30326
1206	\$9,961.95	\$771.96	Buford	3205 Woodward Crossing Blvd	Buford	GA	30519
1394	\$14,927.86	\$1,227.24	Cumming	1525 Marketplace Blvd	Cumming	GA	30041
1779	\$14,927.86	\$1,316.56	Gwinnett GA	3935 Venture Drive NW	Duluth	GA	30096
2036	\$15,206.89	\$1,644.30	Atlanta Perimeter	100 PERIMETER CTR PL NE	Atlanta	GA	30346-1204
2056	\$15,206.89	\$1,347.57	John's Creek	2625 PEACHTREE PKWY	SUWANEE	GA	30024-1048
748	\$8,841.34	\$677.25	Morrow	1940 Mount Zion Road	Morrow	GA	30260
1073	\$8,841.34	\$498.05	Carrollton	1129 South Park Street	Carrollton	GA	30117
1164	\$8,841.34	\$717.50	Austell	4125 Austell Road	Austell	GA	30106
1172	\$8,841.34	\$564.69	Douglasville	2950 Chapei Hill Road	Douglasville	GA	30135
1223	\$8,841.34	\$693.21	Newnan	555 Bullsboro Road	Newnan	GA	30263
1486	\$9,961.95	\$910.98	North Druid Hills	4200 North Druid Hill Road	Atlanta	GA	30329
1546	\$8,841.34	\$713.30	East Point	NWQ Camp Creek Pkwy. & I-285	Atlanta	GA	30344
379	\$9,779.16	\$564.41	Conyers	1648 Highway 138	Conyers	GA	30013
917	\$8,841.34	\$729.40	Snellville	1905 Scenic Hwy N	Snellville	GA	30078
1379	\$8,841.34	\$703.29	Macon	4609 Log Cabin Road	Macon	GA	31206
1380	\$8,841.34	\$695.38	Warner Robins	2929 Watson Blvd.	Warner Robins	GA	31093
1453	\$8,841.34	\$768.60	Athens	SWQ US78 & Epps Rd.	Athens	GA	30606
1758	\$14,927.86	\$1,486.59	Stone Mountain	2055 West Park Place Blvd	Stone Mountain	GA	30087

1964	\$9,961.95	\$1,023.24	Atlanta Edgewood	1275 Caroline St NE	Atlanta	GA	
1179	\$9,961.95	\$785.68	Columbus	1591 Bradley Park Drive	Columbus	GA	31909
1090	\$9,961.95	\$827.54	Augusta	235 Robert C. Daniel Jr Pkwy	Augusta	GA	30909
1182	\$10,025.00	\$690.34	Greenville	1112 Woodruff Road	Greenville	SC	29607
1198	\$8,894.48	\$595.77	Anderson	3519 Clemson Blvd	Anderson	SC	29621
1199	\$10,025.00	\$660.17	Columbia NW	134 Harbison Blvd.	Columbia	SC	29212
1310	\$8,894.48	\$603.12	Aiken	2545 Whiskey Road	Aiken	SC	29803
1319	\$8,894.48	\$607.81	Columbia NE	10204 Two Notch Road	Columbia	SC	29223
1349	\$8,894.48	\$607.39	Spartanburg	8199 Greenville Hwy	Spartanburg	SC	29301
1870	\$8,894.48	\$635.81	Simpsonville	694 Fairview Rd	Simpsonville	SC	29680-6708
1923	\$8,894.48	\$611.52	Columbia Garners Ferry	6090A Garners Ferry Rd	Columbia	SC	29209
1937	\$8,894.48	\$611.52	Greer SC	6025 Wade Hampton Blvd	Greer	SC	29687
2027	\$8,841.34	\$708.10	Evans	4223 WASHINGTON RD	Evans	GA	30809-3069
963	\$8,894.48	\$485.10	Myrtle Beach	1150 Seaboard Street	Myrtle Beach	SC	29577
1298	\$8,894.48	\$628.74	Hilton Head	1050 Fording Island Road	Bluffton	SC	29910
1391	\$8,894.48	\$678.79	Charleston South	2070 Sam Rillenberg Blvd	Charleston	SC	29407
1452	\$8,894.48	\$621.67	Florence	2791 David McLeod Blvd	Florence	SC	29501
1493	\$8,894.48	\$577.50	Summerville	450 Azalea Square Blvd @ Interstate 26 & US17-A	Summerville	SC	29483
1529	\$8,894.48	\$658.00	Mt. Pleasant	1300 Long Grove Drive	Mt. Pleasant	SC	29464-9462
1829	\$8,894.48	\$648.41	North Charleston	SEQ Rivers Avenue and Ashley Phosphate Road	North Charleston	SC	29406
1910	\$9,961.95	\$744.45	Savannah	14045 Abercorn St	Savannah	GA	31419
151	\$9,016.55	\$623.14	Knoxville West	8040 Ray Mears Boulevard	Knoxville	TN	37919
795	\$9,016.55	\$572.18	Knoxville NW	6670 Clinton Hwy	Knoxville	TN	37912
1250	\$9,016.55	\$643.65	Maryville	800 Watkins Road	Maryville	TN	37803
387	\$8,767.01	\$504.00	Gastonia	197 Old New Hope Road	Gastonia	NC	28052
762	\$9,952.79	\$669.97	CLT-Pineville	9531 South Boulevard	Charlotte	NC	28273
918	\$8,991.41	\$669.41	Charlotte SE	1900 Matthews Twp Parkway	Matthews	NC	28105
1081	\$9,952.79	\$688.66	Charlotte	8120 University City Blvd	Charlotte	NC	28213
1371	\$8,894.48	\$593.95	Rock Hill	1900 Springsteen Rd	Rock Hill	SC	29730
1793	\$8,991.41	\$658.49	Charlotte East	SEQ Albemarle and Eastern CircumferentialC	Charlotte	NC	28227
2074	\$8,991.41	\$626.22	Monroe	2901 W HIGHWAY 74	MONROE	NC	28110-8435
2090	\$9,952.79	\$700.21	Charlotte Far S	9870 REA RD	CHARLOTTE	NC	28277-6655
960	\$9,952.79	\$697.48	RAL-CAPITAL RETAIL Blvd	4700 Green Road	Raleigh	NC	27604
961	\$10,729.73	\$901.88	RAL-Cary	2021 Walnut Street	Cary	NC	27511
1080	\$9,952.79	\$752.78	Raleigh	4841 Grove Barton Rd	Raleigh	NC	27612
1794	\$9,952.79	\$714.21	Raleigh NW	8651 Brier Creek Parkway	Raleigh	NC	27560
1892	\$9,952.79	\$642.60	Raleigh Central	4191 The Circle at North Hills St	Raleigh	NC	27609
2069	\$15,499.59	\$1,358.52	Durham	8210 Renaissance Pky	Durham	NC	27713-6688
1104	\$8,991.41	\$711.76	Garner	2700 Timber Drive	Garner	NC	27529
1824	\$10,138.82	\$661.78	Garner East	SWQ Highway 70 & Interstate 40 - Intersection of White Oak Road and Timber Drive/Greenfield Parkway	Garner	NC	27529

1077	\$8,991.41	\$648.69	Winston-Salem	5420 University Parkway	Winston-Salem	NC	27105
1078	\$9,952.79	\$697.48	Greensboro	1212 Bridford Parkway	Greensboro	NC	27405
1086	\$10,138.82	\$718.48	Winston Salem	1040 Hanes Mall Boulevard	Winston Salem	NC	27103
1180	\$9,952.79	\$766.50	Greensboro N.W.	2600 Lawndale Drive	Greensboro	NC	27408
1181	\$8,991.41	\$693.00	Hickory	1910 Catawba Valley Blvd. S.E.	Hickory	NC	28602
1807	\$8,991.41	\$728.35	Asheville	SWQ River Hills Rd and Tunnel Road	Asheville	NC	28802
2011	\$8,991.41	\$745.09	Asheville South		Arden	NC	
2037	\$8,991.41	\$685.67	Burlington		Burlington	NC	
1431	\$13,342.64	\$915.32	Falls Church	6100 Arlington Blvd	Falls Church	VA	22044-2901
1893	\$13,342.64	\$624.75	Skyline	5115 Leesburg Pike	Falls Church	VA	22041
2017	\$8,996.75	\$577.00	Dumfries	4310 Fortuna Center Plaza	Dumfries	VA	22026
1004	\$11,199.96	\$815.43	Bowie	4600 Mitchellville Rd	Bowie	MD	20716
1897	\$9,562.48	\$661.01	Forestville	3101 Donnell Dr	District Heights	MD	20747
1234	\$8,996.75	\$643.30	Winchester	2340 Legge Blvd	Winchester	VA	22601
1827	\$9,957.54	\$694.96	Chantilly	SWQ U.S. Route 50 and Route 28	Chantilly	VA	20151
1415	\$14,281.76	\$1,122.52	Wheaton	11160 Viers Mill Rd	Wheaton	MD	20902
1295	\$11,199.96	\$718.90	Greenbelt	6100 Greenbelt Road	Greenbelt	MD	20770
772	\$9,957.54	\$700.42	Fredericksburg	1180 Carl D. Silver Pkwy	Fredericksburg	VA	22401
1857	\$8,996.75	\$632.24	Stafford	1090 Stafford Market Pl	Stafford	VA	22556-4523
1042	\$10,781.51	\$774.13	BWI-Ellis City	4390 Montgomery Road	Ellis City	MD	21043

#### 4.2. Discount.

Supplier agrees to the following Discount for Early Payment: (check applicable box)

Option not available

Target may elect to take a discount of \_\_\_\_\_ % for payment made within \_\_\_\_\_ days of receipt of Supplier's invoice.

#### 4.3. Invoices.

Target pays from invoice only and no amount shall be payable by Target hereunder until Supplier has complied with the payment procedures set forth in the Scope of Work, or with such other reasonable procedures as Target may designate in writing. Invoices must be submitted during the first week of the month following the month in which the invoiced Services were provided. Invoices shall be submitted to Target's designated billing address and shall be accompanied by such backup documentation as Target may reasonably require. Target shall pay proper invoices within thirty days of receipt. If applicable, Target may deduct from the amount of an invoice the amount of the discount for early payment or any amount due and payable by Supplier to Target hereunder. In no event shall Supplier deliver invoices or shall Target be obligated to pay invoices for Services not actually provided prior to the invoice date.

#### 4.4. Inclusive of Applicable Taxes.

The amount payable to Supplier listed in this Section shall include any and all taxes of whatever type, including sales and use taxes, based upon Suppliers provision of Services to Target under this Agreement.

#### 4.5. Performance Charges.

In Target's sole discretion and as may be further described in the Scope of Work, Supplier may be subject to certain charges for failure to perform Services as required by Target. Such charges payable by Supplier shall, in Target's sole and absolute discretion, be paid in cash, credited against other Services, deducted from outstanding invoices or set-off against Supplier's account, or any combination of these.

#### 5. INDEPENDENT CONTRACTOR.

**5.1. Relationship.**

By this Agreement, Target and Supplier intend to create an independent contractor relationship. As such, Target is interested only in the results of Supplier's performance and not the specific method or manner of performance. Therefore, while Supplier agrees to perform the Services in accordance with and to Target's standards and specifications, Supplier retains sole and exclusive control over the method and manner in which the Services are performed. All Services performed pursuant to this Agreement are subject to Target's right of inspection and must meet with Target's approval.

**5.2. Employment Law Compliance.**

(a) The parties agree that Supplier desires to and shall be the sole employer of all persons providing Services under this Agreement and that Target is establishing only an independent contractor relationship with Supplier and all such persons. All persons used by Supplier to provide Services under this Agreement shall be employees only of Supplier and shall not in any way be employed, including directly or jointly, by Target. Supplier shall be exclusively responsible for recruiting, hiring, disciplining, terminating and managing all persons providing Services. Target shall have no authority to hire, terminate, control, supervise or direct such persons. Accordingly, Supplier shall pay all taxes imposed by reason of the employment of such persons, including, but not limited to, any payroll taxes, social security taxes, unemployment compensation taxes and the like; and shall pay to all such persons all earned compensation including any required overtime. Supplier shall also be exclusively responsible with regard to such persons for compliance with all immigration and work authorization laws, and all other federal, state and local laws related to the employment relationship including, but not limited to, compensation, benefits, workers compensation, and wage and hour requirements.

(b) Supplier shall pay all federal, state and local payroll, social security, unemployment and other taxes, contributions and premiums required to be withheld or paid with respect to its employees, and shall file all returns incident to such taxes, contributions and premiums. Target shall have no obligation to provide Supplier or any of Supplier's employees with any employee benefits provided for employees of Target. Supplier may not claim benefits from Target under applicable workers' compensation laws for injuries sustained by Supplier or its employees while providing Services.

(c) In addition, Supplier agrees to comply with all federal, state and local laws, regulations and requirements applicable to employment of persons providing Services including, but not limited to, laws regarding immigration compliance, work authorization, compensation, overtime, minimum wage, the provision of meal and break periods, and prohibitions against discrimination and harassment. Supplier understands that it is exclusively responsible for ensuring and shall ensure that such persons take appropriate meal periods and rest breaks as required by law.

**5.3. Not an Agent.**

Supplier shall have no right to purchase goods or services in the name of Target, execute or make contracts in the name of Target, or obligate Target in any way. Supplier is not an agent or employee of Target and cannot represent itself as such. Expenses incurred by Supplier in the performance of this Agreement shall be reimbursed only if approved by Target in writing prior to being incurred by Supplier.

**5.4. Indemnification.**

In the event any court or administrative tribunal or agency with appropriate jurisdiction determines that an employment relationship has been or shall be established by the performance of this Agreement, this Agreement shall immediately cease and Supplier shall reimburse and indemnify Target for expenses of any nature, including, but not limited to, tax withholding and insurance claims in the nature of unemployment compensation and/or workers' compensation, imposed by any level of government.

**6. COMPLIANCE WITH LAW.**

**6.1. General.**

Supplier shall comply with all federal, state and local government laws, regulations and requirements applicable to Supplier's performance under this Agreement (including, by way of

illustration only and not intending to limit the generality of the foregoing, applicable federal or state OSHA regulations and guidelines, EPA regulations and guidelines and all other applicable regulations governing the use, clean-up and disposal of materials used in providing Services (including requirements relating to the provision of material safety data sheets)). Supplier shall procure and maintain at its sole expense all necessary permits and licenses for the conduct of its business. In the event of an allegation that Supplier has failed to comply with any law, regulation or requirement, or failed to obtain any permit or license, Supplier shall pay any fines or penalties imposed upon Target and shall reimburse Target for any expenses (including attorneys' fees) incurred by Target in responding to such allegation.

**6.2. Compliance Certification.**

Supplier certifies that all of its employees and agents performing Services pursuant to this Agreement have provided Supplier with proper documentation indicating that they are legally authorized to work in the United States. Supplier shall, from time to time as may be required by Target, provide a written, notarized certification statement to Target that all employees of Supplier, and all agents, servants, independent contractors or anyone else related to Supplier, meet Supplier's obligations under this Agreement and are properly documented to legally work in the United States (the certification statement is sometimes referred to as the "Compliance Certification"). The form of Compliance Certification shall be provided by Target.

**7. WORKERS PERFORMING SERVICES UNDER THIS AGREEMENT.** *Complete this Section 7 only if the Services to be provided under this Agreement are Landscaping, Pest Control, Lot Sweeping, Snow and Ice Control, Housekeeping, or Re-lamping Services being provided in the State of California.*

**7.1. Number of Workers.**

The estimated number of workers to be employed by Supplier to perform Services pursuant to this Agreement is \_\_\_\_\_. These workers shall be paid an hourly wage of no less than \$ \_\_\_\_\_ per hour and shall be paid twice during each calendar month, unless a shorter interval or earlier pay date is required by law. The total wages to be paid per month under this Agreement is approximately \$ \_\_\_\_\_.

**7.2. Independent Contractors.**

(check applicable box)

Not Applicable. Supplier shall not use independent contractors and warrants and represents that all persons providing Services under this Agreement shall be Supplier's employees.

The total number of persons who shall be utilized by Supplier as independent contractors shall be \_\_\_\_\_. These persons' local, state, and/or federal contractor license identification numbers are as follows:

Name	Identification Number(s)

**8. WORKER HOUSING.** (check applicable box) *Complete this Section 8 only if the Services to be provided under this Agreement are Landscaping, Pest Control, Lot Sweeping, Snow and Ice Control, Housekeeping, or Re-lamping Services being provided in the State of California.*

Not Applicable. No real property shall be used to house workers in connection with any Services provided pursuant to this Agreement.

The address of real property used to house workers in connection with any Services provided pursuant to this Agreement is as follows:

Address:	
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**9. SUPPLIER VEHICLES.** (check applicable box) Complete this Section 9 only if the Services to be provided under this Agreement are Landscaping, Pest Control, Lot Sweeping, Snow and Ice Control, Housekeeping, or Re-lamping Services being provided in the State of California.

Not Applicable. No Supplier owned vehicles shall be used for transportation in connection with any Services provided pursuant to this Agreement other than equipment used to provide the Services.

The vehicle identification information for Supplier owned vehicles that shall be used for transportation in connection with any Services provided pursuant to this Agreement, other than equipment used to provide the Services, is as follows:

Vehicle identification number(s):	
Insurance policy number(s):	
Insurance carrier name, address and telephone number:	

**10. WARRANTIES AND GUARANTEES.**

Supplier warrants and guarantees that the Services shall be provided in a professional and worker-like manner; shall be performed by properly-trained and competent personnel who hold current licenses or certifications if required to be so licensed or certified by applicable law or industry standard, all of whom are familiar with Target's operations and expectations; and shall meet all industry standards applicable to the Services. Supplier further warrants and guarantees that its employees shall conform to any and all reasonable clothing and security regulations of Target.

**11. INDEMNIFICATION.**

**11.1. Obligation.**

Except as provided herein, Supplier agrees to assume responsibility for all injuries or damages to persons or property which relate to or arise out of Supplier's performance of Services, Supplier's failure to perform its obligations under this Agreement, or the negligence or wrongful acts of Supplier or its agents or employees. Supplier, to include its agents, servants, employees, assigns, independent contractors, or anyone else retained by Supplier for the performance of Supplier's obligations under this Agreement, shall defend, indemnify and hold harmless Target and its agents and employees, from and against (1) any and all claims, suits, losses, damages, judgments or expenses (including attorney's fees incurred in responding to claims or suits) which relate to, arise out of, or are asserted or incurred as a result of, Supplier's performance of Services, Supplier's failure to perform its obligations under this Agreement, or the negligence or wrongful acts of Supplier or its agents or employees; and (2) any claims made by Supplier's employees or agents arising out of the performance of Services; provided, however, that the foregoing indemnity obligations shall not apply to any injury, damage or loss to the extent such injury, damage or loss is caused by the sole negligence of Target. The obligations under this paragraph shall survive the termination of this Agreement.

**11.2. Defense.**

Supplier shall, at its expense, be responsible for the defense of any claims or suits for which it is obligated to indemnify Target and shall, in connection with such defense, provide Target with counsel reasonably satisfactory to Target. Target shall cooperate with Supplier, as Supplier reasonably requires, in any such defense. Upon request, Supplier shall advise Target of the current status of any action, claim, demand or suit being defended by Supplier in accordance herewith. Target shall have the right, at its option and at its own expense, to defend (with or without Supplier) any such actions, claims, demands and suits.

**11.3. Withhold Amounts.**

If any claims are made against Target as a result of the Services or as a result of any actions or failures to act by the Supplier, or if Target reasonably believes that such claims shall be made, Target may withhold from the amount otherwise due or to become due under this Agreement such amount as Target reasonably determines may be necessary to cover such claims and to cover any costs which Target reasonably anticipates may be incurred in connection

with defending against such claims. The foregoing right to withhold payment shall not be Target's exclusive remedy and shall be in addition to any other remedies which Target may have under this Agreement or at law or in equity.

**12. LIMITATION OF LIABILITY.**

The work to be performed under this Agreement shall be performed at Supplier's risk. Target shall not be liable for any loss, theft or damage of or to the vehicles, tools, equipment, supplies or other property of Supplier or its employees, or in the possession or custody of Supplier or its employees, nor shall Target be liable for any damage to Supplier's business or other consequences arising out of such loss, theft or damage.

**13. INSURANCE REQUIREMENTS.**

Supplier shall maintain in full force and effect during the term of this Agreement, insurance of the following kinds and amounts, or in amounts required by law, whichever is greater, and meeting such other requirements as set forth below.

**13.1. Workers' Compensation and Employer's Liability Insurance.**

Workers' compensation insurance, or similar insurance, affording statutory coverage and containing not less than statutory limits for the state(s) in which Supplier is conducting business related to this Agreement, and employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.

Supplier's Workers' Compensation insurance provider and current policy information is as follows:

Current policy number:	W3817352
Insurance carrier name, address and telephone number:	Utica National Insurance Group PO Box 530 Utica, NY 13503 (315) 734-2000

**13.2. Commercial General Liability Insurance Requirements.**

Supplier's Commercial General Liability insurance shall designate Target as an additional insured by endorsement acceptable to Target. Designation of Target as an additional insured shall include as an insured with respect to third party claims or actions brought directly against Target or against Target and Supplier as co-defendants and arising out of this Agreement. Supplier's insurance shall include products and completed operations liability coverage, contractual liability coverage for liabilities assumed by Supplier under this Agreement, and coverage for property in the care, custody or control of Supplier. Supplier's insurance shall be primary and required to respond to and pay prior to any other available coverage of Target. Supplier's insurance also shall provide for a severability of interests.

**13.3. Commercial General Liability Insurance Limits.**

Supplier's commercial general liability insurance shall be written on an occurrence basis in amounts not less than the following limits:

- (a) Bodily Injury. \$1 million per person and \$2 million annual aggregate per project; and
- (b) Property Damage. \$1 million per occurrence and \$2 million annual aggregate per project.

**13.4. Automobile Liability Insurance.**

Supplier's Automobile Liability insurance shall include coverage for owned, hired and non-owned autos, in amounts not less than:

- (a) Bodily Injury. \$1 million per person and \$2 million per occurrence; and
- (b) Property Damage. \$1 million per occurrence.

**13.5. General Insurance Requirements**

(a) Insurer Stability and Size. All coverage required under this Section shall be procured from a company or companies possessing an A.M. Best rating of A-X or better.

(b) Insurer Qualification. All coverage required under this Section shall be obtained from a company or companies that are authorized to do business under the laws of the state(s) in which Supplier is conducting business related to this Agreement.

(c) Occurrence Basis. All coverage required under this Section shall be written on an occurrence basis.

(d) Certificate of Insurance. Supplier shall provide Target with a certificate(s) of insurance, including all applicable endorsements, evidencing the required coverage concurrently with the execution of this Agreement and upon each renewal of such policies. The Certificates of Insurance shall include a clause that obligates the insurer(s) to give Target at least thirty (30) days prior written notice of any material change or cancellation of such policies.

(e) Self-Insurance. Supplier shall not self-insure its coverage required under this Section without the prior consent of Target.

#### 13.6. Professional Liability.

If the Services are professional services, Supplier shall have professional liability insurance that covers claims arising from real or alleged errors, omissions or negligent acts committed in the performance of the Services. The limits of liability shall not be less than \$5,000,000 per occurrence, \$5,000,000 aggregate. Coverage shall be maintained in effect for three (3) years after final completion of Services.

#### 14. SAFETY.

Supplier is responsible for its own safety program in accordance with applicable provisions of the Occupational Safety and Health Act (OSHA). Supplier shall be responsible for payment of all fines and/or claims for damages levied against Target for environmental, health and safety deficiencies relating to conduct of the Supplier's work. Supplier shall comply with all applicable local, State, and Federal environmental, safety, and health regulations and with Target's rules and regulations for safety requirements for all outside contractors and construction crews. Supplier shall comply with all provisions of the Prevailing Right-to-know and Resource Conservation and Recovery Act and shall, in addition, provide Target with the substantiation of the same, including: (1) a copy of all material safety data sheets (MSDS) for each covered chemical and shall have a copy of the same available for employees; (2) documentation of required training for its employees; (3) a copy of its written hazard communication program to Target upon request; (4) identifying one person who is in charge of the program; (5) properly labeling and storing all containers of chemicals on site or used in performance of this Agreement; and (6) disposing of all chemicals used in performance of the contract in a manner prescribed by the Resource Conservation and Recovery Act and/or other applicable laws and regulations.

#### 15. NON-DISCLOSURE AGREEMENT.

Supplier has executed a NDA. Supplier acknowledges and agrees that the NDA is in full force and effect and shall apply to its dealings with Target pursuant to this Agreement. Neither party shall exercise its right under the NDA to terminate the NDA while Supplier is providing Services to Target under this Agreement. The NDA shall not terminate upon termination of this Agreement and may only be terminated in accordance with its terms.

#### 16. SECURITY AND BONDS.

##### 16.1. Security Regulations.

Supplier and its employees and agents shall be subject to all security checks and regulations that Target deems necessary and shall comply with any written security regulations provided by Target. Supplier shall advise each of its employees and agents performing Services that Target shall not tolerate theft or misuse of its moneys, merchandise, property or equipment, violation of its security regulations, or abuse of its customers or employees. Target shall have the right to reject any employee or agent of Supplier assigned to duty at Target, and to require the immediate removal of such employee or agent from Target's premises. Supplier shall cooperate in any investigation of theft, loss, or violation of Target's policies involving any of Supplier's employees or agents.

##### 16.2. Losses.

Supplier shall be responsible for all losses to Target occasioned by the activities of its employees or agents (including, but not limited to, thefts) and shall reimburse Target for all such losses. Such losses shall be reimbursed to Target within ten days after Supplier is presented with evidence of the loss. Losses of merchandise shall be calculated on the basis of the retail value of

the merchandise. A signed statement from an employee or agents of Supplier admitting to the theft or loss shall be conclusive evidence of the loss. If Supplier fails to reimburse Target within ten days, Supplier shall be liable for any expenses incurred by Target to recover such losses. Target may withhold the amount of such losses from any payments owed by Target to Supplier. Target shall provide reasonable assistance to aid Supplier in filing a claim with its bonding company or insurance carrier, but Supplier shall reimburse Target for the loss whether or not Supplier is able to recover from its bonding company or insurance carrier.

**16.3. Dishonesty Bonds.**

If the Services shall be performed inside any Target location during hours that the store is not open for business to the general public, Supplier shall maintain employee dishonesty bonds on its employees providing such services to Target. Such bonds shall:

- (c) be issued by companies licensed to do business in the state where the Services shall be performed;
- (d) be in amounts not less than \$25,000.00 per Supplier employee for Target locations;
- (e) include coverage for loss of money, merchandise or other property through any fraudulent or dishonest act committed by any Supplier employee, whether acting alone or in collusion with others;
- (f) state that Target shall be notified in writing at least thirty days prior to cancellation, material change in, or non-renewal of the bond.

**17. TAXES.**

To the extent any sales, use or service tax is incurred with respect to Services provided by Supplier hereunder, (a) Supplier shall reflect such tax as a separate line item on its invoices, (b) Target shall pay Supplier the amount of such tax incurred as reflected on Supplier's invoice, and (c) Supplier shall be liable for paying such sums to the appropriate taxing authority in a timely fashion.

**18. NON-EXCLUSIVE.**

Target does not agree to use Supplier exclusively or to provide any minimum amount of work. Supplier is free to contract to perform similar services to others during the term of this Agreement.

**19. ARBITRATION OF DISPUTES.**

In the event of a third party claim or action against Supplier or Target in which Supplier does not agree to wholly and completely indemnify and hold Target harmless, if the third party agrees with Target to submit their dispute to binding or non-binding arbitration or mediation, Supplier shall be bound to participate in such arbitration and/or mediation.

**20. DEFAULT.**

**20.1. Remedies.**

In the event Supplier breaches any of its obligations hereunder, Target may undertake any one or more of the following remedies (provided, however, that Target shall not be allowed to receive double recoveries for any damages): (a) terminate this Agreement, effective either upon three days' prior written notice or immediately upon written notice, if the breach is such that Target believes, in its sole opinion, that it must take immediate steps to cure such a breach; (b) cure or begin to cure such breach and (i) invoice Supplier or (ii) set off from any amounts due to Supplier hereunder for Target's reasonable costs in connection therewith, including, without limitation, the cost of enforcing Supplier's obligations hereunder; (c) if the breach involves an obligation, the breach of which may subject Target to a governmental fine or penalty, fine Supplier an amount not to exceed the greater of \$1,000.00 or the amount of any penalty or fine imposed by any governmental body in connection therewith; (d) set off any damages incurred by Target arising from such breach against and from any amounts due to Supplier hereunder; and/or (e) sue Supplier for damages and/or specific performance hereunder, or for any other remedy available at law or in equity.

**20.2. Cumulative.**

All remedies given herein are cumulative and the exercise of one remedy shall not preclude the exercise of any other remedy provided herein or by law.

**21. BUILDING ALARMS.**

In the event a building alarm is negligently or accidentally triggered by Supplier or its employee or agent, Supplier shall pay all of Target out-of-pocket costs and administrative expenses in connection therewith, including a minimum administrative charge of \$100. Supplier understands the foregoing amounts payable to Target have been agreed to in view of the difficulty in determining Target's actual costs and damages, because of difficulties in apportioning the costs of personnel responding to such alarms and the fact that Target's alarm contractors/suppliers and public authorities have different policies, procedures and thresholds in connection with false alarms and with violations of rules and regulations.

**22. SUBCONTRACTING.**

**22.1. Prior Approval.**

Supplier shall not subcontract for Services that Supplier is to provide under this Agreement without Target's prior written approval. Any approved Subcontractor must execute an agreement that is substantially similar to this Agreement and that complies with all applicable state and federal requirements. In the event that Target's approval is given, the following provisions apply: A Subcontractor is a person or entity who has a direct contract with the Supplier to perform Services for the locations listed in Section 4 above. Supplier shall not contract with any Subcontractor who is not acceptable to Target. Supplier shall make no substitution for any Subcontractor previously selected without first getting Target's approval. Supplier shall provide such information as Target may require from time to time regarding its Subcontractors.

**22.2. Contract Requirements.**

By an appropriate written contract, Supplier shall require each Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Supplier by the terms of this Agreement, and to assume toward Supplier all obligations and responsibilities which the Supplier by the Agreement assumes toward Target. Such contract shall preserve and protect Target's rights under the Agreement with respect to the Services to be performed by the Subcontractor, so that the subcontracting thereof shall not prejudice such rights. Supplier shall make available to each proposed Subcontractor copies of those portions of the Agreement to which Subcontractor shall be bound.

**22.3. Compliance Certification.**

To the extent that Supplier is obligated to provide its own Compliance Certification to Target, Supplier shall require each Subcontractor to provide Supplier a written, notarized certification statement that Subcontractor shall comply with all applicable federal, state and local laws regarding compensation, eligibility and conditions of employment including all wage and hour, minimum wage and overtime laws, and that all employees of Subcontractor, and all agents, servants, independent contractors or anyone else related to Subcontractor to meet Supplier's obligations under the Agreement are properly documented to legally work in the United States. The form of Subcontractor Compliance Certification shall be provided by Target. Supplier shall provide Target copies of such completed Subcontractor Compliance Certifications received from its Subcontractors from time to time as may be required by Target.

**22.4. No Contract with Target.**

Nothing in this Agreement shall create any contractual relationship between Target and any Subcontractor.

**23. REQUIRED NOTIFICATIONS.**

**23.1. Pending Investigations or Claims.**

Supplier agrees to notify Target of any investigation of Supplier by any state or federal agency within seven (7) days after Supplier becomes aware of such investigation. Supplier further agrees to notify Target of any claims, complaints, or lawsuits filed against Supplier within seven (7) days after Supplier becomes aware of such claim, complaint or lawsuit.

**23.2. Changes to Information Contained in Agreement.**

Supplier shall immediately notify Target of any updates or changes to information provided by Supplier that is contained in this Agreement.

**24. GENERAL PROVISIONS.****24.1. Ariba Supplier Network.**

If requested by Target, Supplier agrees to facilitate purchase and sale transactions by electronically transmitting and receiving data through the Ariba Supplier Network (ASN) and the terms of this Section will apply. Specific requirements for doing business with Target via the ASN will be communicated to Supplier by Target from time to time during the term of this Agreement. Each of Target and Supplier shall be responsible for its own relationship with the ASN, including any and all costs of doing business through the ASN. In addition, each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive information through the ASN. Supplier acknowledges that failure to comply with this subsection may result in loss of business and/or termination of this Agreement.

**24.2. Governing Law and Venue.**

The laws of the State of Minnesota, without regard to conflicts of law principles, govern all matters arising out of or related to this Agreement, including its interpretation, construction, performance and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or related to this Agreement must be brought exclusively in a state or federal court located in Minnesota and each party irrevocably accepts and submits to the exclusive jurisdiction of such courts.

**24.3. Use of Target's Name.**

Supplier shall not use Target's name, trademarks, services marks or logos in any advertisements, press release, customer lists (including customer lists on any website) or materials of a promotional nature or in soliciting other clients without first obtaining Target's written permission which may be withheld in Target's sole discretion.

**24.4. Notice.**

Except as otherwise provided in this Agreement, each party giving any notice or making any demand or communication pursuant to this Agreement shall give the notice in writing and shall use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: (a) nationally-recognized overnight courier, with such notice effective at the time delivery is shown in the courier's records; (b) by email, with such notice effective one (1) business day after sending (unless the sender receives an automatically-generated notice that such message was undeliverable); (c) postage prepaid by registered or certified mail, return receipt requested, addressed as set forth below, with such notice effective upon receipt or upon the date that delivery is attempted and refused; or (d) delivered personally, with such notice effective upon delivery. Either party may designate another notice address in a notice given pursuant to this section. The proper notice address for Supplier shall be the address and email set forth on the first page of this Agreement. The proper notice address for Target shall be: Target Corporation; 1000 Nicollet Mall; Minneapolis, MN 55403; Attn: Contract Services TRTK-0715; [Contract.Services@Target.com](mailto:Contract.Services@Target.com)

**24.5. Offset Rights.**

Target shall have the right to offset against any fees owed Supplier any amounts owed by Supplier to Target.

**24.6. Amendments.**

The parties may not amend this Agreement except by a written agreement that each party executes. The terms of such an amendment shall apply as of the effective date of such amendment, unless the amendment specifies otherwise.

**24.7. Waivers.**

No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement operates as a waiver or estoppel of any right, remedy or condition.

**24.8. Construction.**

In this Agreement, whenever the context so requires, the masculine, feminine or neuter gender, and the singular or plural number or tense, shall include the others. The headings to the various sections of this Agreement have been included for convenience of reference and shall not

affect the meaning of the language included therein. As used in this Agreement the word "including" shall mean "including, but not limited to".

**24.9. Entire Agreement.**

This Agreement, including any Exhibits to this Agreement or documents referenced in this Agreement, and the NDA constitute the entire expression of the parties' agreement on the matters contained in this Agreement and the NDA. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**24.10. Severability.**

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

**24.11. Survival.**

The provisions of this Agreement that by their nature are intended to survive termination of this Agreement shall do so.

**24.12. Authority.**

Target and Supplier each warrant and represent to the other that the individuals executing this Agreement and all other documents to be executed pursuant hereto have the full power and authority to do so.

**24.13. Audit Rights.**

During the term of this Agreement, and upon reasonable prior notice to Supplier, Target shall have the right to audit and inspect Supplier's relevant business records regarding: (i) the fees charged by Supplier to Target; and (ii) Supplier's compliance with Supplier's obligations under this Agreement regarding confidentiality; insurance requirements; workforce screening processes; compliance with applicable laws, rules and regulations; and compliance with Target's policies and procedures. Such audit rights shall be with respect to the two year period prior to the date Target gives Supplier notice of any such audit.

**24.14. Successors and Assigns.**

This Agreement is binding upon and inures to the benefit of the parties hereto and respective permitted successors and assigns. Supplier may not assign any of its rights or delegate any performance under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner, without Target's written consent. Any purported assignment or delegation by Supplier is void. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto.

*[The balance of this page is intentionally left blank. Signature page follows.]*

**AGREED TO AND ACCEPTED BY:**

## Target Corporation

**Supplier Name:**

Prestige Maintenance USA

By: Michael A. Bell  
Name/Title: Vice President, Building Services  
Target Corporation

Date: 4-6-06

Name/Title: Rachel Sanchez/VP of Finance

Date: 3/27/06

Attachments: Applicable Scope of Work  
Form of Compliance Certificate, if applicable

Contractors must be licensed in California to offer enterprise agreements. If you offer services in California, you must be licensed. Make sure the contractor you hire is licensed.

Contractors must be licensed in California and elsewhere. Contractors must sign two agreements to make sure that sections 2, 10, 2 and 13 are completed. The agreements are available to service providers in California.

Target Corporation Procurement Contract Services  
 Form of Amendment to  
 Building Services Service Agreement  
 Version Dated February 9, 2005

**1st AMENDMENT TO  
 TARGET CORPORATION BUILDING SERVICES  
 SERVICE AGREEMENT**

This 1st Amendment to the Target Corporation Building Services Service Agreement (the **Amendment**) is entered into by and between Target Corporation and the contractor identified in the signature blank below (**Contractor**) to be effective as of May 6, 2006 (11 a.m.) (**Effective Date**).

**Recitals**

A. Target and Contractor are parties to that certain Target Corporation Building Services Service Agreement, effective as of March 24, 2006 (the **Agreement**).

B. Target and Contractor desire to amend certain provisions of the Agreement as contained in this Amendment.

**AMENDMENTS**

1. **Adding Location(s) for Prestige Maintenance.** As of the Effective Date, Section 4 (Payment) of the Agreement is hereby amended to add the following:

Location	Address	City	State	Zip			
1359	\$13,603.02	\$969.01	Missouri City	6000 Highway 6 & Murphy Road	Missouri City	TX	77459
1377	\$13,603.02	\$1,065.19	Clear Lake Shores	255 FM 2094	Kemah	TX	77565
1459	\$13,603.02	\$1,056.51	Pearland	2660 FM 518	Pearland	TX	77584
1786	\$13,603.02	\$1,175.79	Sugarland	16300 Southwest Freeway	Sugarland	TX	77479
1908	\$13,603.02	\$1,090.60	Katy West	23710 Westheimer Pkwy.	Katy West	TX	77494-3605

2. **Effect on Agreement.** All of the terms of the Agreement remain in full force and effect except as expressly amended by this Amendment.

**AGREED TO AND ACCEPTED BY:**

Target Corporation

Contractor Name:

Prestige Maintenance

Target Corporation Procurement Contract Services  
Form of Amendment to  
Building Services Service Agreement  
Version Dated February 9, 2005

By: Michael Bell

Name/Title: Michael A. Bell  
Vice President, Building Services  
Target Corporation

Date: 4-20-06

By: Rachel Sanchez

Name/Title: Rachel Sanchez, VP of Finance

Date: 4/5/06

Target Corporation Procurement Contract Services  
 Form of Amendment to  
 Building Services Service Agreement  
 Version Dated February 9, 2005

**2<sup>nd</sup> AMENDMENT TO  
 TARGET CORPORATION BUILDING SERVICES  
 SERVICE AGREEMENT**

This 2nd Amendment to the Target Corporation Building Services Service Agreement (the **Amendment**) is entered into by and between Target Corporation and the contractor identified in the signature blank below (**Contractor**) to be effective as of April 25, 2006 (11 a.m.) (**Effective Date**).

**Recitals**

A. Target and Contractor are parties to that certain Target Corporation Building Services Service Agreement, effective as of March 24, 2006 (the **Agreement**).

B. Target and Contractor desire to amend certain provisions of the Agreement as contained in this Amendment.

**AMENDMENTS**

1. **Adding Location(s) for Prestige Maintenance.** As of the Effective Date, Section 4 (Payment) of the Agreement is hereby amended to add the following:

Location	Address	City	State	Zip
1358	\$14,048.87	\$1,014.09	White Plains	9 City Place
1798	\$19,946.06	\$1,423.59	Riverdale	40 W. 225th St. #50
1887	\$14,048.87	\$889.21	Mt Vernon	600 Garden Ave

2. **Effect on Agreement.** All of the terms of the Agreement remain in full force and effect except as expressly amended by this Amendment.

**AGREED TO AND ACCEPTED BY:**

Target Corporation

By: Michael Bell

Name/Title: Michael A. Bell  
Vice President, Building Services  
Target Corporation

Date: 5-3-06

Contractor Name:

Prestige Maintenance

By: Rachel Sanchez

Name/Title: Rachel Sanchez/VP of Finance

Date: 4/21/06